

30821

Decision No. _____

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of
PARR-RICHMOND TERMINAL CORPORATION,
a corporation, for an order author-
izing the lease of certain property
to California Fish Products Co. }
Application No. 21906 }

Morrison, Hohfeld, Foerster, Shuman and Clark by F. C. Hutchins,
for applicant.

ORIGINAL

BY THE COMMISSION:

O P I N I O N

In this proceeding Parr-Richmond Terminal Corporation asks the Commission to enter its order authorizing it to lease to the California Fish Products Co., approximately 4,000 square feet of space in its Terminal No. 4, and the improvements thereon, upon the terms and conditions specified in the proposed form of lease filed in this proceeding as Exhibit A.

Parr-Richmond Terminal Corporation is engaged as a public wharfinger in the operation for compensation of certain docks, wharves, and other facilities on San Francisco Bay, in the City of Richmond, Contra Costa County, California. The facilities of applicant consist of separate units known as Parr-Richmond Terminals Nos. 1, 2, 3 and 4 respectively. Terminal No. 4 is located at Point San Pablo. It is of record that this terminal has a floor space of approximately 75,330 square feet. Under former authorizations by the Commission, it has leased 13,000 square feet of the terminal to the Richmond Fisheries and 5,000 square feet to the San Pablo Fisheries. As stated, it now proposes to lease about 4,000 square feet to the California Fish Products Co. The testimony

shows that applicant does not need said 4,000 square feet of space in the conduct of its public utility business.

Paragraph one of the lease reads as follows:

"This lease shall continue for a term of five (5) years commencing January 15, 1938, and ending January 14, 1943; provided that Lessee may, at its option, extend said period and this lease, upon the same terms and conditions, for an additional term of five (5) years, upon giving written notice of its election to exercise said option to Lessor at least ninety (90) days in advance of the expiration of the original five (5) year term hereof; and provided further that Lessee shall have the option to terminate this lease on the first day of November in any of the following years, to wit, 1939, 1940, 1941, 1942, 1943, 1944 and 1945, by giving Lessor at least sixty (60) days' advance notice in writing of Lessee's election to exercise said option, in the event that the laws of the State of California or the rules and regulations of the State Fish and Game Commission or other State, County or City authorities exercising similar functions shall be so changed or amended as to make it impractical for Lessee to operate on said premises; and provided also that Lessor shall have the right to terminate this lease at any time, on at least sixty (60) days' notice to Lessee, in the event that, by reason of the action of any public authorities, Lessor shall be unable to continue operation of said terminal. It is further agreed that Lessor may, if it so desires, at any time during the period of this lease (except during the annual season from August 1st to March 1st) substitute for the premises originally demised hereunder other premises, with adjacent terminal facilities, of substantially equal or greater suitability for Lessee's purposes, provided, however, that before any such substitution becomes effective the California Railroad Commission must give its written approval thereof; and upon written notice specifying such substituted premises given by Lessor to Lessee at least sixty (60) days in advance of the date of substitution, this lease shall be deemed to apply to said substituted premises instead of the premises demised hereunder, for the balance of the term hereof. The cost of removal to the new location shall be borne by Lessor."

The lease further provides that the demised premises shall be used exclusively for the conduct of a cannery business and the operation of a plant for the canning and processing of fish, including the manufacture of fish meal, fish oil and/or any other by-products; that the lessor shall perform all of the car loading or unloading of goods or property within the demised premises or upon the portion of the terminal operated as a public utility, except bulk fish oil in rail tank cars, subject to

charges in accordance with lessor's tariffs on file with the Railroad Commission of the State of California for such services. The lease further provides that the lessor shall assume no liability for any goods stored in the demised premises and that no terminal receipts or other acknowledgment of receipt of goods by lessor in said premises, shall be issued by the lessor. In the event that the goods are moved from the demised premises to that portion of the terminal used in public utility business, the Parr-Richmond Terminal Corporation will, upon demand, issue receipts for goods.

The lessee agrees to pay lessor \$240.00 per month rent for said space and also compensate lessor for the use of a wharf to be constructed by lessor. The location of the wharf is shown in Exhibit No. 3.

No one appeared at the hearing, held by Examiner Fankhauser, to protest the granting of this application.

O R D E R

The Commission, having considered the request of the Parr-Richmond Terminal Corporation, and the evidence in support of such request, is of the opinion that this application should be granted, therefore,

IT IS HEREBY ORDERED that Parr-Richmond Terminal Corporation be, and it is hereby, authorized to execute on or before August 1, 1938, a lease in the same form as the lease filed in this proceeding as Exhibit A.

IT IS HEREBY FURTHER ORDERED that the authority herein granted shall become effective on the date hereof, and that within thirty (30) days after the execution of said lease, Parr-Richmond Terminal Corporation shall file with the Railroad Commission a certified copy of said lease.

DATED at San Francisco, California, this 31st day of May 1938.

Walter M. ...
Frank ...
Paul ...
Ray L. Wiley
COMMISSIONERS